

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM318864

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Henry Company LLC		10/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guggenheim Corporate Funding, LLC		
<b>Street Address:</b>	330 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4467393	AQUA-BRITE	
<b>Registration Number:</b>	4520119	METAL CLAD	
<b>Serial Number:</b>	85896500	AIR-BLOC LF	
<b>Serial Number:</b>	85945933	POLY-NEK	
<b>Serial Number:</b>	86094330	TROPIC-COOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129408776		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-940-6522		
<b>Email:</b>	christine.guthrie@kattenlaw.com		
<b>Correspondent Name:</b>	Christine Guthrie		
<b>Address Line 1:</b>	575 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	207170.00510		
<b>NAME OF SUBMITTER:</b>	christineguthrie		
<b>SIGNATURE:</b>	/christineguthrie/		
<b>DATE SIGNED:</b>	10/02/2014		

CH \$140.00 4467393

**Total Attachments: 5**

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EXECUTION VERSION

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 2, 2014, is made by Henry Company LLC, a Delaware limited liability company, the "Grantor"), in favor of Guggenheim Corporate Funding, LLC ("Guggenheim"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Second Lien Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Second Lien Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders from time to time party thereto and Guggenheim, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to that certain Second Lien Guaranty and Security Agreement, dated as of June 27, 2012, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Guaranty and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Second Lien Credit Agreement and to induce the Lenders to make their extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second Lien Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include any Excluded Property (as defined in the Second Lien Guaranty and Security Agreement).

Section 3. Second Lien Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Second Lien Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any actions that the Grantor, in its reasonable business judgment, determines to be necessary in connection with their Trademarks that are subject to a security interest hereunder.

Section 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

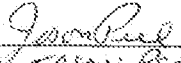
Section 6. Governing Law. This Second Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


HENRY COMPANY LLC, as Grantor

By:   
Name: JASON PECK  
Title: CFO

[Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

GUGGENHEIM CORPORATE FUNDING, LLC,  
as Agent

By:   
Name: William Hagner  
Title: Attorney-in-fact

[Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 005373 FRAME: 0751

SCHEDULE 1  
TO  
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Applications and Registrations of Henry Company LLC

COUNTRY	TRADEMARK	FILING DATE	APP NO.	REG. DATE	REG. NO.	STATUS
UNITED STATES	AIR-BLOC LF	4/5/2013	85/896,500			PENDING
UNITED STATES	AQUA-BRITE	9/7/2012	85/722,805	1/14/2014	4,467,393	REGISTERED
UNITED STATES	METAL CLAD	2/7/2013	85/842,350	4/29/2014	4,520,119	REGISTERED
UNITED STATES	POLY-NEK	5/30/2013	85/945,933			PENDING
UNITED STATES	TROPIC-COOL	10/17/2013	86/094,330			PENDING